



Domantas Radeckas
A. 24-4 Panevezys Laisves 35200
Lithuania
domantasradeckas@gmail.com
+37065346319
Plaintiff Pro Se

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., A DELAWARE
CORPORATION, AMAZON.COM
SERVICES LLC, A DELAWARE LIMITED
LIABILITY COMPANY, AND AMAZON
TECHNOLOGIES, INC., A NEVADA
CORPORATION,

Plaintiff,

vs.

DOES 1-20, UNKNOWN PARTIES DOING
BUSINESS AS "REKK," AND THE
FOLLOWING INDIVIDUALS: DOMANTAS
RADECKAS, NOAH PAGE, SKYLAR
ROBINSON, LUKE COLVIN, ALEJANDRO
TAVERAS, ANDREW LING, BRANDON
SUKHRAM, COSMIN SOPCA, JENNY
TRAN, OLAF BOOIJ, AND RYAN BATES,

Defendants

Case No.: 2:23-cv-01879-JLR

**DEFENDANT DOMANTAS RADECKAS'S
MOTION TO SET ASIDE DEFAULT
JUDGMENT UNDER FED. R. CIV. P.
60(B)**

NOTE ON MOTION CALENDAR:

COMES NOW Defendant Domantas Radeckas, *pro se* and respectfully moves this Court
under Rule 60(b) of the Federal Rules of Civil Procedure to set aside the default judgment
entered against him on February 25, 2025. As grounds for this motion, Defendant states as
follows:

DEFENDANT DOMANTAS RADECKAS'S MOTION TO SET ASIDE DEFAULT JUDGMENT UNDER FED. R. CIV.
P. 60(B) - 1

I. INTRODUCTION

The default judgment entered against Defendant Radeckas should be set aside due to extraordinary circumstances, excusable neglect, surprise and Defendant's good faith cooperation with Plaintiffs. Defendant was in active communication with Amazon's counsel, had signed a waiver of service (Dkt. 101), and was granted a response extension to January 2, 2025. However, on December 3, 2024—the date of the original deadline agreed to for an answer—he was arrested in Lithuania following a criminal investigation allegedly initiated by Plaintiff Amazon. Defendant was detained, and all his electronic devices and legal resources were seized, preventing any opportunity to respond. These facts constitute sufficient grounds under Rule 60(b)(1) and 60(b)(6) to vacate the default judgment.

II. FACTUAL BACKGROUND

Defendant signed a waiver of service on September 4, 2024, at the express request of Amazon's attorneys, who indicated they would not engage in further discussions without it. (Dkt. 102). After signing, Defendant continued cooperating in good faith, participating in email exchanges and Zoom meetings, and voluntarily providing data. **Exhibit B.**

On November 26, 2024, Plaintiff Amazon granted Defendant a 30-day extension to respond to the Amended Complaint (Dkt. 97), making his deadline January 2, 2025. (See Garcia Decl., Dkt. 115, ¶ 3).

However, with Plaintiff's prior notice of what was to occur on December 3, 2024, Defendant was suddenly arrested by Lithuanian authorities who informed him the arrest was based on a criminal referral by Plaintiff Amazon. **Exhibit A.** Defendant was immediately detained, and all his electronic devices were seized. He had no access to the internet, legal

counsel in the U.S., or his case materials. *See*, Declaration Domantas Radeckas; **Exhibit C, D** and E.

Plaintiff filed its Motion for Default Judgment (Dkt. 125), which was granted by the Court on February 25, 2025 (Dkt. 126). Upon release, Defendant promptly retained counsel and learned that a \$2 million default judgment and permanent injunction had been entered against him. (Dkt. 126). He now brings this motion in good faith to vacate that judgment and permit the case to be decided on the merits.

III. LEGAL STANDARD

Under Federal Rule of Civil Procedure 60(b), the Court may relieve a party from a final judgment for:

(1) mistake, inadvertence, surprise, or excusable neglect; or . . .

(6) any other reason that justifies relief.

Courts in the Ninth Circuit favor decisions on the merits and liberally apply Rule 60(b) in cases involving excusable neglect or extraordinary circumstances. *See, Pincay v. Andrews*, 389 F.3d 853, 855 (9th Cir. 2004) (en banc); *Toten v. United States*, 2015 WL 13214418 (W.D. Wash. Apr. 3, 2015).

IV. ARGUMENT

A. Defendant's Failure to Respond Was the Result of Excusable Neglect (Rule 60(b)(1))

Federal Rule of Civil Procedure 60(b)(1) permits a court to relieve a party from a final judgment due to "mistake, inadvertence, surprise, or excusable neglect." The Ninth Circuit interprets this provision liberally, especially in cases where default judgment has been entered.

The purpose is to encourage decisions on the merits whenever reasonably possible. *United States*
 DEFENDANT DOMANTAS RADECKAS'S MOTION TO SET ASIDE DEFAULT JUDGMENT UNDER FED. R. CIV.
 P. 60(B) - 3

1 v. *Signed Personal Check No. 730 of Yubran S. Mesle*, 615 F.3d 1085, 1091 (9th Cir. 2010).
2 (“[J]udgment by default is a drastic step appropriate only in extreme circumstances; a case
3 should, whenever possible, be decided on the merits.”).
4

5 Defendant Domantas Radeckas intended to respond to the amended complaint by the
6 extended deadline of January 2, 2025, as confirmed by prior written communications with
7 Plaintiff and his signed waiver of service provided with the good faith understanding the claims
8 were being negotiated. However during the morning hours of December 3, 2024, he was
9 suddenly arrested in Lithuania—during the pendency of this litigation—and detained without
10 access to his devices, legal files, or even communication.
11

12 In Lithuania, essential digital services—including access to government platforms,
13 financial institutions, and electronic document signing—require either “Smart-ID” or a “Mobile
14 Signature,” both of which are issued only upon presentation of a valid passport. These tools
15 serve as a person’s digital identity. Once his passport was seized by Lithuanian authorities, all
16 access to his Smart-ID and Mobile Signature was immediately frozen, effectively cutting off his
17 ability to perform any digital tasks or authenticate his identity online
18

19 Notably, this seizure and detention were reportedly initiated following a criminal referral
20 by Plaintiff Amazon, further emphasizing the involuntary and unforeseeable nature of the event.
21 An unexpected arrest that prevents a party from responding to legal proceedings can be
22 considered “surprise” under Rule 60(b)(1), especially considering that Plaintiff initiated and
23 knew of the impending arrest.
24

25 This is not a case of neglect or delay due to oversight. Rather, it mirrors the type of
26 “extraordinary neglect” the Ninth Circuit found excusable in *Bateman v. U.S. Postal Service*, 231
27 F.3d 1220 (9th Cir. 2000), where even mere calendaring issues by counsel warranted relief.
28 DEFENDANT DOMANTAS RADECKAS'S MOTION TO SET ASIDE DEFAULT JUDGMENT UNDER FED. R. CIV.
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1 Unlike *Bateman*, Defendant Radeckas was literally prevented from accessing counsel, crucial
2 documentation and digital records or ultimately complying with court deadlines through no fault
3 of his own.

4
5 Courts have repeatedly held that excusable neglect under Rule 60(b)(1) must be evaluated
6 equitably, considering factors such as the risk of prejudice, the length of delay, the reason for the
7 delay, and whether the movant acted in good faith. See, *Pioneer Inv. Servs. Co. v. Brunswick*
8 *Assocs. Ltd. P'ship*, 507 U.S. 380, 395 (1993); *Mesle*, 615 F.3d at 1091. HERE Defendant can
9 show there is a lack of willfulness on his part and the failure to respond was certainly not
10 intentional. Defendant took prompt action to quickly address the default upon regaining the
11 ability to do so and can ultimately present a meritorious defense. Lastly, there is no prejudice to
12 Plaintiff in granting this motion under these circumstances especially considering the docket
13 activity.
14

15 **B. Extraordinary Circumstances Also Justify Relief (Rule 60(b)(6))**

16
17 Even if the Court finds that the strict standard for Rule 60(b)(1) is not satisfied, relief is
18 still appropriate under Rule 60(b)(6), which permits vacatur of judgment for “any other reason
19 that justifies relief.” Courts apply this rule sparingly and only in truly exceptional circumstances
20 like Defendant’s. See, *LaFarge Conseils et Etudes, S.A. v. Kaiser Cement*, 791 F.2d 1334, 1339
21 (9th Cir. 1986) (relief granted under Rule 60(b)(6) due to extreme circumstances involving lack
22 of notice and denial of due process).
23

24 A foreign criminal arrest—allegedly triggered by the opposing party and resulting in a
25 complete deprivation of due process—represents precisely the sort of “extraordinary”
26 circumstance contemplated by Rule 60(b)(6). While Defendant believed he was engaged in
27 ongoing good faith negotiations regarding Plaintiff’s claims—initiated by Plaintiff’s demand for
28 DEFENDANT DOMANTAS RADECKAS’S MOTION TO SET ASIDE DEFAULT JUDGMENT UNDER FED. R. CIV.
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1 a signed waiver of service—where he even voluntarily provided information to Plaintiff, he was
2 abruptly left without notice, legal resources, or access to the Court. Under such circumstances,
3 allowing the default judgment to stand would be fundamentally unjust.
4

5 **C. Plaintiff Will Not Be Prejudiced by Vacating the Judgment**

6 This case remains in the early stages with respect to Defendant. There has been no
7 discovery conducted (outside of Defendant’s prelitigation disclosures he made to Plaintiff). No
8 trial date has been set as to Defendant, and Plaintiffs have continued to litigate similar claims
9 against multiple other defendants. Any additional burden from reopening the case is minimal and
10 outweighed by the strong judicial preference for resolving claims on the merits. *See, Mesle*, 615
11 F.3d at 1091–92.
12

13 **D. Defendant Acted Promptly and in Good Faith**

14 Upon regaining access to legal resources, Defendant acted swiftly to address the default
15 judgment. His prior cooperation—including signing a waiver of service, engaging in email
16 correspondence, and attending Zoom meetings with Plaintiff’s counsel—demonstrates his
17 genuine intent to respond in good faith. Defendant is no longer detained, has access to necessary
18 communication tools, and is now fully able to participate in these proceedings. This is not the
19 conduct of a defendant seeking to evade responsibility, but of one who was unexpectedly and
20 unjustly rendered unable to participate.
21
22
23
24
25
26
27

V. CONCLUSION

WHEREFORE for the foregoing reasons, Defendant Radeckas respectfully requests that the Court:

A. Set aside the February 25, 2025 default judgment and allow him to respond to the

Amended Complaint on the merits as is favored by the court; and

B. Grant any and all other relief as is just and equitable.

Dated this 3rd of June 2025.

Respectfully submitted,

s/ Domantas Radeckas
Domantas Radeckas
A. 24-4 Panevezys Laisves 35200
Lithuania
domantasradeckas@gmail.com
+37065346319
Plaintiff Pro Se

CERTIFICATE OF SERVICE

I certify that on June 3, 2025 a copy of this pleading was sent to all counsel of record via mail:

Bonnie E. MacNaughton
Tim Cunningham
Melina E. Garcia
Macauley W. Ivory
Christine N. McFadden
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610

s/ Domantas Radeckas



Domantas Radeckas
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Lithuania
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+37065346319
Plaintiff Pro Se

**UNITED STATES DISTRICT COURT
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AMAZON.COM, INC., A DELAWARE
CORPORATION, AMAZON.COM
SERVICES LLC, A DELAWARE LIMITED
LIABILITY COMPANY, AND AMAZON
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Plaintiff,

vs.

DOES 1-20, UNKNOWN PARTIES DOING
BUSINESS AS "REKK," AND THE
FOLLOWING INDIVIDUALS: DOMANTAS
RADECKAS, NOAH PAGE, SKYLAR
ROBINSON, LUKE COLVIN, ALEJANDRO
TAVERAS, ANDREW LING, BRANDON
SUKHRAM, COSMIN SOPCA, JENNY
TRAN, OLAF BOOIJ, AND RYAN BATES,

Defendants

Case No.: 2:23-cv-01879-JLR

**DECLARATION OF DOMANTAS
RADECKAS IN SUPPORT OF MOTION
TO SET ASIDE DEFAULT JUDGMENT**

I, Domantas Radeckas, declare as follows:

1. I am a named defendant in the above-captioned matter. I submit this declaration in support of my *Motion to Set Aside the Default Judgment* entered against me on February 25, 2025 (Dkt. 126). The facts set forth herein are based on my personal knowledge.

2. In or around September 2024, I began corresponding with attorneys representing Amazon via email. They requested that I execute a "Waiver of Service," stating that they would

1 not continue discussions unless I returned a signed copy. I complied with this request and
2 submitted the signed waiver. (Dkt. 102.)

3 3. Thereafter, I remained in regular communication with Amazon's counsel. In good faith, I
4 participated in Zoom meetings, exchanged emails, and I even voluntarily shared
5 information and data, including materials not specifically requested. I consistently
6 cooperated in good faith with Plaintiff thinking we were resolving our issues.
7

8 4. It was during these good faith discussions, that on or about November 26, 2024, counsel
9 for Amazon agreed to grant me a 30-day extension to respond to the First Amended
10 Complaint, thereby extending the deadline to January 2, 2025. (Garcia Decl., Dkt. 115 ¶
11 3.) I at all times intended to file a response and believed I had until January 2, 2025, to
12 do so.
13

14 5. However, on December 3, 2024—before the extended deadline—I was arrested by
15 Lithuanian authorities. They informed me that the arrest was based on a criminal referral
16 made by Amazon. At no point did Amazon inform me that such action was forthcoming
17 or provide notice that it would interfere with my ability to comply with deadlines. To my
18 surprise, I was detained and ultimately my inability to file was caused by circumstances
19 entirely beyond my control.
20

21 6. All of my electronic devices, including computers and phones, were seized, and my
22 access to all digital accounts was blocked. In Lithuania, all digital services, including
23 legal communications, banking, and access to online systems, require a 'Smart-ID' or
24 'Mobile Signature,' both of which require a valid passport. When Lithuanian authorities
25 seized my passport, I lost access to both, effectively cutting off my ability to authenticate
26 or access my accounts online.
27

- 1 7. I was detained for a period of time and was completely cut off from the internet, legal
2 resources in the United States, and any ability to communicate with Amazon's counsel.
3 Consequently, I was unable to respond to the Amended Complaint by the January 2, 2025
4 deadline. Lithuanian authorities held my passport, limited calls, and did not permit access
5 to counsel or internet resources.
6
- 7 8. After my release, I promptly retained legal assistance to determine the status of the case. I
8 then learned that a default judgment and permanent injunction had been entered against
9 me on February 25, 2025. (Dkt. 126.)
10
- 11 9. My failure to respond was not willful or reckless. It was caused by extraordinary and
12 unforeseeable circumstances beyond my control. I at all times intended to participate in
13 the litigation and defend myself against the claims, but was surprised at my sudden
14 detention.
15
- 16 10. At no point did Amazon's counsel notify me or attempt further contact after my arrest
17 before filing their Motion for Default Judgment on February 2, 2025 (Dkt. 125)
- 18 11. True and correct copies of related documentation are attached as Exhibits A through E to
19 my Motion to Set Aside Default.
- 20 12. I respectfully request that the Court set aside the default judgment so that I may respond
21 to the Amended Complaint and have this matter adjudicated on the merits.
22

23 I declare under penalty of perjury under the laws of the United States of America
24 that the foregoing is true and correct.

25 Executed on the 3rd of June 2025, in Panevezys, Lithuania.
26
27

1
2
3 s/ Domantas Radeckas
4 Domantas Radeckas
5 A. 24-4 Panevezys Laisves 35200
6 Lithuania
7 domantasradeckas@gmail.com
8 +37065346319
9 *Plaintiff Pro Se*

10 **CERTIFICATE OF SERVICE**

11 I certify that on June 3, 2025 a copy of this declaration was sent to all counsel of record via mail:

12 Bonnie E. MacNaughton
13 Tim Cunningham
14 Melina E. Garcia
15 Macaulay W. Ivory
16 Christine N. McFadden
17 920 Fifth Avenue, Suite 3300
18 Seattle, WA 98104-1610

19 s/ Domantas Radeckas
20
21
22
23
24
25
26
27

**DEFENDANT DOMANTAS RADECKAS'S MOTION TO SET ASIDE DEFAULT
JUDGMENT UNDER FED. R. CIV. P. 60(B): Case No.: 2:23-cv-01879-JLR**

EXHIBIT A Warrant

EXHIBIT B Emails with Plaintiff

EXHIBIT C Detention

EXHIBIT D Seizure

EXHIBIT E Passport Seizure

A

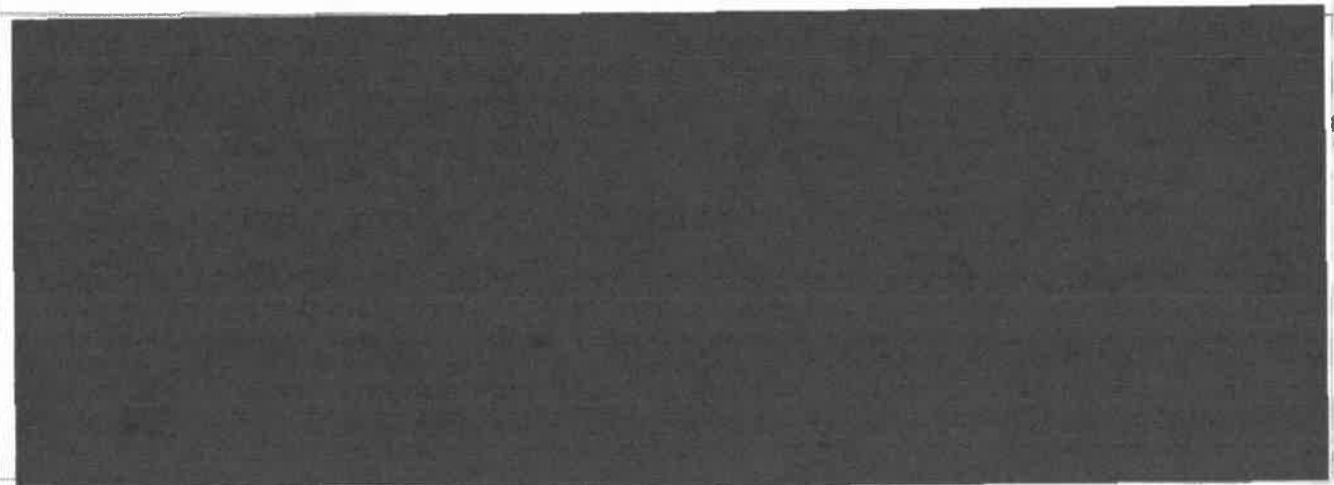


**LIETUVOS KRIMINALINĖS POLICIJOS BIURO
SUNKAUS IR ORGANIZUOTO NUSIKALSTAMUMO TYRIMO 5-OSIOS VALDYBOS
3-IASIS SKYRIUS**

KRATOS PROTOKOLAS

Data	2024-12-03
Surašymo vieta	Vilnius
Krata pradėta	07:00
Krata baigta	13:05
Ikiteisminio tyrimo Nr.	[REDACTED]

Kratą atlieka	Vyriausiasis tyrėjas [REDACTED]
Dalyvauja	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Kratoje dalyvauja vertėjas	nedalyvauja
Techninių priemonių naudojimas pagal Lietuvos Respublikos Baudžiamojo proceso kodekso (toliau – BPK) 179 straipsnį	nenaudotos
Kratos atlikimo vieta	[REDACTED]
Asmuo, pas kurį atlikta krata	Domantas Radeckas
Prieš pradėdami daryti krata, paskelbta nutartis (nutarimas) dėl kratos	2024-11-27 Vilniaus m. apylinkės teismo teisėjos Rasos Paulauskaitės Šiaulės nutartis daryti krata
Asmuo, kuriam paskelbta nutartis (nutarimas)	Domantas Radeckas
Pareikalavus atiduoti nutartyje (nutarime) nurodytus daiktus, dokumentus arba nurodyti į besislapstančio asmens buvimo vietą, Domantas Radeckas pareiškė, kad ieškomų daiktų dokumentų bute nėra	
Krata padaryta vadovaujantis BPK 145, 149, 179 straipsniais.	



B



Domantas Radeckas <radedomantas@gmail.com>

FW: Amazon v. Radeckas complaint

Linus Belevičius | LEXIMUM <linas.belevicius@leximum.lt>
To: Domantas Radeckas <radedomantas@gmail.com>

Fri, Aug 30, 2024 at 10:21 AM

Pagarbiai/ Regards

Dr./ PhD Linas Belevičius

Advokatas/ Attorney-At-Law

+370 616 80944 | linas.belevicius@leximum.lt | leximum.lt

A.Goštauto g. 40A, 03163 Vilnius, Lietuva

LEXIMUM

ADVOKATŲ PROFESINĖ BENDRIJA

Šioje žinutėje ir bet kokiuose jos prieduose pateikiama informacija yra konfidenciali ir jos panaudojimas ar atskleidimas gali būti ribojamas. Ji yra skirta tik adresatui. Jeigu žinutė adresuota ne Jums, bet Jūs ją gavote, prašome šią žinutę ir visus jos priedus ištrinti iš Jūsų sistemos. Dėkojame.

This message and any attachment are confidential and may be privileged or otherwise protected from disclosure. It is for the exclusive use of the intended recipient. If you are not the intended recipient, but have received this message in error, please delete this message and any attachment from your system. Thank you.

From: Cunningham, Tim <TimCunningham@dwt.com>**Sent:** Friday, August 30, 2024 12:37 AM**To:** Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>**Cc:** MacNaughton, Bonnie <BonnieMacNaughton@dwt.com>; Ivory, Macaulay <MacaulayIvory@dwt.com>; Bharmal, Moiz <MoizBharmal@dwt.com>; Dolson, Marleah <MarleahDolson@dwt.com>**Subject:** Amazon v. Radeckas complaint

Mr. Belevicius,

My name is Tim Cunningham; I'm Bonnie MacNaughton's partner and one of the lawyers representing Amazon in a case pending in the Western District of Washington, where Amazon has named your client Domantas Radeckas as a defendant. Bonnie passed your email from yesterday along to me. Thank you for reaching out, and we look forward to working with you on this case.

I have attached the complaint and exhibits Amazon filed in this case. Please let me know if there is anything else I can provide at this time.

We will be in touch further soon.



Tim Cunningham he/him
Partner | Davis Wright Tremaine LLP

P 503.778.5386 **E** timcunningham@dwt.com
A 560 SW 10th Avenue, Suite 700, Portland, OR 97205

DWT.COM **in X**

4 attachments



[089] Amended Complaint for Damages and Injunctive Relief.pdf
3404K



[089-1] Exhibit A.pdf
54K



[089-2] Exhibit B.pdf
25K



[089-3] Exhibit C.pdf
260K



Domantas Radeckas <radedomantas@gmail.com>

FW: Amazon v. Radeckas complaint

Linus Belevičius | LEXIMUM <linas.belevicius@leximum.lt>
To: Domantas Radeckas <radedomantas@gmail.com>

Thu, Sep 5, 2024 at 5:19 PM

Sveikas,

Šią naktį gavau, bet visą dieną buvau posėdžiuose, dar neperskaičiau prikabinėtų dokumentų. Persiunčiu

Pagarbiai/ Regards

Dr./ PhD Linas Belevičius

Advokatas/ Attorney-At-Law

+370 616 80944 | linas.belevicius@leximum.lt | leximum.lt

A.Goštauto g. 40A, 03163 Vilnius, Lietuva

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From: Cunningham, Tim <TimCunningham@dwt.com>

Sent: Thursday, September 5, 2024 2:26 AM

To: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>

Cc: MacNaughton, Bonnie <BonnieMacNaughton@dwt.com>; Ivory, Macaulay <MacaulayIvory@dwt.com>; Bharmal, Moiz <MoizBharmal@dwt.com>

Subject: RE: Amazon v. Radeckas complaint

Mr. Belevicius,

Thank you for the response. Amazon's allegations against Mr. Radeckas are detailed in the documents I provided.

Today my office sent via express UPS copies of the lawsuit, as well as a waiver of service form for Mr. Radeckas, and a pre-paid return label to your office. I have also attached those materials to this email for your reference.

Please have Mr. Radeckas execute the waiver form and return it to my office via the pre-paid envelope. We are happy to discuss next steps in more detail once we have received the executed waiver.

Tim Cunningham he/him

Partner, Davis Wright Tremaine LLP

P 503.778.5386 **E** timcunningham@dwt.com

A 560 SW 10th Avenue, Suite 700, Portland, OR 97205

DWT.COM

From: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>

Sent: Monday, September 2, 2024 7:39 AM

To: Cunningham, Tim <TimCunningham@dwt.com>

Subject: RE: Amazon v. Radeckas complaint

[EXTERNAL]

Mr. Cunningham,

thank you for your reply and the documents provided. I have read the Amended Complaint, Exhibits A, B and C and would like to receive certain clarification.

What monetary claims for compensation of damage are raised against Domantas Radeckas?

What particular illegal acts is he accused of committing?

[Quoted text hidden]

4 attachments



2024-09-04 Domantas Radeckas - Notice of Lawsuit and Request to Waiver Service of Summons.pdf
12K



2024-09-04 Domantas Radeckas - Waiver of Service of Summons.pdf
12K



Tracking – Packet Sent.pdf
405K



Tracking – Return Label.pdf
344K



Domantas Radeckas <radedomantas@gmail.com>

FW: Amazon v. Radeckas complaint

Linus Belevičius | LEXIMUM <linas.belevicius@leximum.lt>
To: Domantas Radeckas <radedomantas@gmail.com>

Tue, Sep 10, 2024 at 9:53 AM

Pagarbiai/ Regards

Dr./ PhD Linas Belevičius

Advokatas/ Attorney-At-Law

+370 616 80944 | linas.belevicius@leximum.lt | leximum.lt

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LEXIMUM

ADVOKATŲ PROFESINĖ BENDRIJA

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From: Cunningham, Tim <TimCunningham@dwt.com>**Sent:** Tuesday, September 10, 2024 1:23 AM**To:** Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>**Cc:** MacNaughton, Bonnie <BonnieMacNaughton@dwt.com>; Ivory, Macaulay <MacaulayIvory@dwt.com>; Bharmal, Moiz <MoizBharmal@dwt.com>**Subject:** RE: Amazon v. Radeckas complaint

Mr. Belevicius,

Amazon welcomes the opportunity to negotiate with Mr. Radeckas, but we will only begin negotiations after Mr. Radeckas executes and returns the waiver of service that we provided to your office. We are happy to discuss Amazon's positions in more detail once we have received an executed waiver. Please let me know if you have any questions on the waiver.

Separately, a person claiming to be Mr. Radeckas has communicated via email with Amazon's in-house counsel Mr. Jamie Wendell. That person has also claimed to be unrepresented. Now that you have contacted us on behalf of Mr. Radeckas, can you please confirm whether the person who has contacted Amazon is in fact Mr. Radeckas? The person is using the email address tempmailtemp444@proton.me.

Thank you.

Tim Cunningham he/him
Partner, Davis Wright Tremaine LLP

P 503.778.5386 E timcunningham@dwt.com
A 560 SW 10th Avenue, Suite 700, Portland, OR 97205

DWT.COM

From: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>
Sent: Monday, September 9, 2024 5:42 AM
To: Cunningham, Tim <TimCunningham@dwt.com>
Subject: RE: Amazon v. Radeckas complaint

[EXTERNAL]

Mr. Cunningham,

I received the documents and their translation into Lithuanian.

As I mentioned in the first letter, the client seeks to end the dispute through negotiations and wants to reach an agreement acceptable to both parties. As far as is known, Amazon has reached settlements with the other defendants. In ¶111, ¶122, &132 of the Complaint it is indicated that, on Plaintiff's information and belief, Defendant Domantas Radeckas made some or all of the infringements identified in Exhibit A. In Exhibit A specific cases are listed. The demands formulated in ¶ B and C of Part VI of the Complaint are understandable, but there are no formulated demands with particular financial expression in relation to Domantas Radeckas. For the sake of rational negotiations, we would like to clarify the Plaintiff's position on this issue

Pagarbiai/ Regards

Dr./ PhD Linas Belevičius

Advokatas/ Attorney-At-Law

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A.Goštauto g. 40A, 03163 Vilnius, Lietuva

LEXIMUM

ADVOKATŲ PROFESINĖ BENDRIJA

Šioje žinutėje ir bet kokiuose jos prieduose pateikiama informacija yra konfidenciali ir jos panaudojimas ar atskleidimas gali būti ribojamas. Ji yra skirta tik adresatui. Jeigu žinutė adresuota ne Jums, bet Jūs ją gavote, prašome šią žinutę ir visus jos priedus ištrinti iš Jūsų sistemos. Dėkojame.

This message and any attachment are confidential and may be privileged or otherwise protected from disclosure. It is for the exclusive use of the intended recipient. If you are not the intended recipient, but have received this message in error, please delete this message and any attachment from your system. Thank you.

From: Cunningham, Tim <TimCunningham@dwt.com>

[Quoted text hidden]

[Quoted text hidden]



Domantas Radeckas <radedomantas@gmail.com>

FW: Amazon v. Radeckas complaint

Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>
To: Domantas Radeckas <radedomantas@gmail.com>

Fri, Sep 20, 2024 at 9:33 PM

Sent from my iPhone

Begin forwarded message:

From: "Garcia, Melina" <MelinaGarcia@dwt.com>
Date: 19 September 2024 at 19:52:47 CEST
To: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, "Cunningham, Tim" <TimCunningham@dwt.com>
Cc: "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>
Subject: RE: Amazon v. Radeckas complaint

Mr. Belevicius,

I can confirm receipt of the service waiver. We have filed the same in the court records to notify the court of your client's waiver of service.

My colleague, Bonnie, is out of town next week, so we can offer the following availability for a call: **October 1, 2nd, or 3rd at 6pm EEST (Vilnius time)**. Please let me know what time works with your schedule and I will send around call in details.

Best,

Melina

Melina Garcia
Associate, Davis Wright Tremaine LLP

P 206.757.8169 **E** melinagarcia@dwt.com
A 920 5th Avenue, Suite 3300, Seattle, WA 98104-1610

DWT.COM

From: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>
Sent: Wednesday, September 18, 2024 10:59 PM
To: Cunningham, Tim <TimCunningham@dwt.com>

Cc: MacNaughton, Bonnie <BonnieMacNaughton@dwt.com>; Garcia, Melina <MelinaGarcia@dwt.com>

Subject: RE: Amazon v. Radeckas complaint

[EXTERNAL]

Mr. Cunningham,

Mr. Radeckas has sent by post a signed waiver to the address provided, you should receive it in nearest days.

Then we would like to discuss future procedures and settlement options

Pagarbiai/ Regards

Dr./ PhD Linas Belevičius

Advokatas/ Attorney-At-Law

+370 616 80944 | linas.belevicius@leximum.lt | leximum.lt

A.Goštauto g. 40A, 03163 Vilnius, Lietuva

LEXIMUM

ADVOKATŲ PROFESINĖ BENDRIJA

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From: Cunningham, Tim <TimCunningham@dwt.com>

Sent: Tuesday, September 17, 2024 5:55 PM

To: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>

Cc: MacNaughton, Bonnie <BonnieMacNaughton@dwt.com>; Garcia, Melina <MelinaGarcia@dwt.com>

Subject: RE: Amazon v. Radeckas complaint

Mr. Belevicius,

I wanted to let you know that I will be out of the office until October 7, 2024. Bonnie MacNaughton and Melina Garcia, ccd here, are both of record in this case and are available to work with you on behalf of Amazon. Please include them on correspondence moving forward. Thank you.

Tim Cunningham he/him

Partner, Davis Wright Tremaine LLP

P 503.778.5386 E timcunningham@dwt.com

A 560 SW 10th Avenue, Suite 700, Portland, OR 97205

DWT.COM

From: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>

Sent: Monday, September 9, 2024 5:42 AM

To: Cunningham, Tim <TimCunningham@dwt.com>

Subject: RE: Amazon v. Radeckas complaint

[EXTERNAL]

Mr. Cunningham,

I received the documents and their translation into Lithuanian.

As I mentioned in the first letter, the client seeks to end the dispute through negotiations and wants to reach an agreement acceptable to both parties. As far as is known, Amazon has reached settlements with the other defendants. In &111, &122, &132 of the Complaint it is indicated that, on Plaintiff's information and belief, Defendant Domantas Radeckas made some or all of the infringements identified in Exhibit A. In Exhibit A specific cases are listed. The demands formulated in & B and C of Part VI of the Complaint are understandable, but there are no formulated demands with particular financial expression in relation to Domantas Radeckas. For the sake of rational negotiations, we would like to clarify the Plaintiff's position on this issue

Pagarbiai/ Regards

Dr./ PhD Linas Belevičius

Advokatas/ Attorney-At-Law

+370 616 80944 | linas.belevicius@leximum.lt | leximum.lt

A.Goštauto g. 40A, 03163 Vilnius, Lietuva

LEXIMUM
ADVOKATŲ PROFESINĖ BENDRIJA

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

LEXIMUM

ADVOKATŲ PROFESINĖ BENDRIJA

Šioje žinutėje ir bet kokiuose jos prieduose pateikiama informacija yra konfidenciali ir jos panaudojimas ar atskleidimas gali būti ribojamas. Ji yra skirta tik adresatui. Jeigu žinutė adresuota ne Jums, bet Jūs ją gavote, prašome šią žinutę ir visus jos priedus ištrinti iš Jūsų sistemos. Dėkojame.

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From: Cunningham, Tim <TimCunningham@dwt.com>

Sent: Friday, August 30, 2024 12:37 AM

To: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>

Cc: MacNaughton, Bonnie <BonnieMacNaughton@dwt.com>; Ivory, Macaulay <MacaulayIvory@dwt.com>; Bharmal, Moiz <MoizBharmal@dwt.com>; Dolson, Marleah <MarleahDolson@dwt.com>

Subject: Amazon v. Radeckas complaint

Mr. Belevicius,

My name is Tim Cunningham; I'm Bonnie MacNaughton's partner and one of the lawyers representing Amazon in a case pending in the Western District of Washington, where Amazon has named your client Domantas Radeckas as a defendant. Bonnie passed your email from yesterday along to me. Thank you for reaching out, and we look forward to working with you on this case.

I have attached the complaint and exhibits Amazon filed in this case. Please let me know if there is anything else I can provide at this time.

We will be in touch further soon.



Tim Cunningham he/him

Partner | Davis Wright Tremaine LLP

P 503.778.5386 E timcunningham@dwt.com

A 560 SW 10th Avenue, Suite 700, Portland, OR 97205

DWT.COM

in X



Domantas Radeckas <domantasradeckas@gmail.com>

Amazon case 2:23-cv-01879

18 laiškai(-ų)

Garcia, Melina <MelinaGarcia@dwt.com>

2024 m. spalio 21 d. 19:54

Kam: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, Domantas Radeckas <domantasradeckas@gmail.com>

Cc: "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Mr. Radeckas,

We are writing to confirm that, as per your request and with your counsel's approval, we will include you in all future communications. The letter we discussed on our last call will be sent shortly.

Thank you,

Melina

**Melina Garcia**

Associate | Davis Wright Tremaine LLP

P 206.757.8169 E melinagarcia@dwt.com

A 920 5th Avenue, Suite 3300, Seattle, WA 98104-1610

DWT.COM

in X

Garcia, Melina <MelinaGarcia@dwt.com>

2024 m. spalio 22 d. 00:36

Kam: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, Domantas Radeckas <domantasradeckas@gmail.com>

Cc: "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Hello,

Please find the letter attached.

In terms of next steps, we think a live video discussion with Mr. Radeckas is appropriate as a starting point. We understand that Mr. Radeckas would like to start with a written statement, but fear this may complicate the communications. We remind you that our client expects any cooperation to be 100% forthcoming, and we find, often, that written statement leave things out, not always intentionally.

If you agree, we can arrange a time to meet. You are certainly welcome to have a translator present.

Best,

Melina

Melina Garcia

Associate, Davis Wright Tremaine LLP

P 206.757.8169 E melinagarcia@dwt.com

A 920 5th Avenue, Suite 3300, Seattle, WA 98104-1610

DWT.COM

[Cituojamas tekstas paslėptas]



FRE 408 Ltr to Mr. Belevicius.pdf

95K

Linus Belevičius | LEXIMUM <linas.belevicius@leximum.lt>

2024 m. spalio 22 d. 20:27

Kam: "Garcia, Melina" <MelinaGarcia@dwt.com>, Domantas Radeckas <domantasradeckas@gmail.com>

Cc: "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Melina,

Thank you for the letter. My client and I agree that live communication via video conference is more efficient and informative, but Domantas has already written his essential explanations and we will send them to you tomorrow. These explanations can be considered as a basis, and when you read them, Domantas will give explanations and answer all questions during video conferences

Pagarbiai/ Regards

Dr./ PhD Linas Belevičius

Advokatas/ Attorney-At-Law

+370 616 80944 | linas.belevicius@leximum.lt | leximum.lt

A.Goštauto g. 40A, 03163 Vilnius, Lietuva

LEXIMUM

ADVOKATŲ PROFESINĖ BENDRIJA

Šioje žinutėje ir bet kokiuose jos prieduose pateikiama informacija yra konfidenciali ir jos panaudojimas ar atskleidimas gali būti ribojamas. Ji yra skirta tik adresatui. Jeigu žinutė adresuota ne Jums, bet Jūs ją gavote, prašome šią žinutę ir visus jos priedus ištrinti iš Jūsų sistemos. Dėkojame.

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[Cituojamas tekstas paslėptas]

Linus Belevičius | LEXIMUM <linas.belevicius@leximum.lt>

2024 m. spalio 23 d. 16:09

Kam: "Garcia, Melina" <MelinaGarcia@dwt.com>, Domantas Radeckas <domantasradeckas@gmail.com>

Cc: "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Good morning,

I am sending the description of facts known to D. Radeckas, the disclosure was prepared by himself. We believe that this information will be helpful in the process of interviewing D. Radeckas during video conferences. D. Radeckas is ready to answer all the questions that arise and disclose all the information he knows.

We should agree on a time for the next online meeting and we could continue the process.

Pagarbiai/ Regards

Dr./ PhD Linas Belevičius

Advokatas/ Attorney-At-Law

+370 616 80944 | linas.belevicius@leximum.lt | leximum.lt

A.Goštauto g. 40A, 03163 Vilnius, Lietuva

LEXIMUM

ADVOKATŲ PROFESINĖ BENDRIJA

Šioje žinutėje ir bet kokiuose jos prieduose pateikiama informacija yra konfidenciali ir jos panaudojimas ar atskleidimas gali būti ribojamas. Ji yra skirta tik adresatui. Jeigu žinutė adresuota ne Jums, bet Jūs ją gavote, prašome šią žinutę ir visus jos priedus ištrinti iš Jūsų sistemos. Dėkojame.

This message and any attachment are confidential and may be privileged or otherwise protected from disclosure. It is for the exclusive use of the intended recipient. If you are not the intended recipient, but have received this message in error, please delete this message and any attachment from your system. Thank you.

From: Garcia, Melina <MelinaGarcia@dwt.com>

Sent: Tuesday, October 22, 2024 12:37 AM

To: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>; Domantas Radeckas <domantasradeckas@gmail.com>

Cc: Cunningham, Tim <TimCunningham@dwt.com>; MacNaughton, Bonnie <BonnieMacNaughton@dwt.com>

Subject: RE: Amazon case 2:23-cv-01879

Hello,

[Cituojamas tekstas paslėptas]

 disclosure 23.10.2024.pdf
1287K

Domantas Radeckas <domantasradeckas@gmail.com>

2024 m. spalio 25 d. 15:49

Kam: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>

Cc: "Garcia, Melina" <MelinaGarcia@dwt.com>, "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Good morning,

Can you please confirm that you received the letter with the document from attorney Linas? If you have any questions, let us know!

[Cituojamas tekstas paslėptas]

Cunningham, Tim <TimCunningham@dwt.com>

2024 m. spalio 25 d. 16:01

Kam: Domantas Radeckas <domantasradeckas@gmail.com>, Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>

Cc: "Garcia, Melina" <MelinaGarcia@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Received. We will be in touch.

Tim Cunningham he/him

Partner, Davis Wright Tremaine LLP

P 503.778.5386 E timcunningham@dwt.com

A 560 SW 10th Avenue, Suite 700, Portland, OR 97205

DWT.COM

From: Domantas Radeckas <domantasradeckas@gmail.com>

Sent: Friday, October 25, 2024 5:50 AM

To: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>

Cc: Garcia, Melina <MelinaGarcia@dwt.com>; Cunningham, Tim <TimCunningham@dwt.com>; MacNaughton, Bonnie <BonnieMacNaughton@dwt.com>

Subject: Re: Amazon case 2:23-cv-01879

[EXTERNAL]

Good morning,

[Cituojamas tekstas paslėptas]

[Cituojamas tekstas paslėptas]

Domantas Radeckas <domantasradeckas@gmail.com>

2024 m. spalio 31 d. 14:40

Kam: "Cunningham, Tim" <TimCunningham@dwt.com>

Cc: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, "Garcia, Melina" <MelinaGarcia@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Dear DWT Lawyers,

I hope this message finds you well. I am writing to request an update regarding the status of my case. I apologize for any inconvenience in reaching out again, but I am concerned as time is moving quickly. As you know, I have a 90-day period from 09/04/2024, which now means that I have 34 calendar days remaining.

Could you kindly indicate when I might expect a response from you?

If you require more time, would it be possible to extend this deadline?

Thank you very much for your attention and assistance with this matter.

[Cituojamas tekstas paslėptas]

Garcia, Melina <MelinaGarcia@dwt.com>

2024 m. lapkričio 3 d. 07:38

Kam: Domantas Radeckas <domantasradeckas@gmail.com>, "Cunningham, Tim" <TimCunningham@dwt.com>

Cc: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Domantas,

We will take the request for an extension to our client and should have a response for you early next week.

Regarding the statement, we are still reviewing and verifying what you have provided ahead of scheduling an interview. In the meantime, we put together a list of supplemental items we are requesting from you:

1. Your PayPal account statement that you reference in your disclosure
2. Your bank account statement showing [REDACTED] cash balance; Your bank account statements showing deposits of funds from cash from 2021-2024
3. Identify your internet service provider (personal, work location, school location, and wherever REKK activities were carried out) and IP address(es). If applicable, please provide what VPN provider used when carrying out REKK activities
4. Identify each third-party refunders worked with in addition to the 4 identified in the disclosure
5. Identify all PayPal "exchangers" by PayPal email address
6. Identify other wallets used

Thank you,

Melina

Melina Garcia

Associate, Davis Wright Tremaine LLP

P 206.757.8169 E melinagarcia@dwt.com

A 920 5th Avenue, Suite 3300, Seattle, WA 98104-1610

DWT.COM

[Cituojamas tekstas paslėptas]

Domantas Radeckas <domantasradeckas@gmail.com>

Kam: "Garcia, Melina" <MelinaGarcia@dwt.com>

Cc: "Cunningham, Tim" <TimCunningham@dwt.com>, Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

2024 m. lapkričio 3 d. 15:25

Dear DWT lawyers,


Thank you for your prompt response to my previous inquiry. I have attached the following documents for your review:

1. Response to Questions (file name: **Expanded_Response_to_Document_Requests.pdf**)
2. PayPal Transaction History (file name: **PayPal.pdf**)
3. Bank History (file names: **bank1.pdf** and **bank2.pdf**)

I look forward to your feedback and any further instructions you may have.

[Cituojamas tekstas paslėptas]

4 priedai (-ų)

 **Expanded_Response_to_Document_Requests.pdf**

548K

 **bank1.pdf**

324K

 **bank2.pdf**

473K

 **PayPal.PDF**

202K

Garcia, Melina <MelinaGarcia@dwt.com>

2024 m. lapkričio 8 d. 16:56

Kam: Domantas Radeckas <domantasradeckas@gmail.com>

Cc: "Cunningham, Tim" <TimCunningham@dwt.com>, Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Domantas,

Thank you for your email. Let's schedule a call to discuss the deadline in the US litigation. Our availability is provided below:

November 12, 2024: 6pm EET

November 13, 2024: 6pm EET

November 15, 2024: 6pm EET

Please let us know what works with your schedule and we will send a link around.

[Cituojamas tekstas paslėptas]

Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>

2024 m. lapkričio 9 d. 19:26

Kam: "Garcia, Melina" <MelinaGarcia@dwt.com>, Domantas Radeckas <domantasradeckas@gmail.com>

Cc: "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Melina,

November 13, 2024: 6pm EET would be the best time for me and Domantas

[Cituojamas tekstas paslėptas]

Garcia, Melina <MelinaGarcia@dwt.com>

2024 m. lapkričio 11 d. 23:37

Kam: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, Domantas Radeckas <domantasradeckas@gmail.com>
Cc: "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Hi Linas,

I will send around a calendar invitation with a link for everyone to join.

Thank you,

Melina

Melina Garcia

Associate, Davis Wright Tremaine LLP

P 206.757.8169 E melinagarcia@dwt.com

A 920 5th Avenue, Suite 3300, Seattle, WA 98104-1610

DWT.COM

From: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>

Sent: Saturday, November 9, 2024 9:26 AM

To: Garcia, Melina <MelinaGarcia@dwt.com>; Domantas Radeckas <domantasradeckas@gmail.com>

Cc: Cunningham, Tim <TimCunningham@dwt.com>; MacNaughton, Bonnie <BonnieMacNaughton@dwt.com>

Subject: RE: Amazon case 2:23-cv-01879

[EXTERNAL]

[Cituojamas tekstas paslėptas]

Domantas Radeckas <domantasradeckas@gmail.com>

2024 m. lapkričio 24 d. 12:36

Kam: "Garcia, Melina" <MelinaGarcia@dwt.com>

Cc: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Dear DWT Lawyers,

I am writing to follow up regarding the letter you mentioned during our last conversation, which I have not yet received. As there are only 10 days remaining to respond to the claim, I kindly ask for an update on when the request for an extension of the deadline will be submitted.

[Cituojamas tekstas paslėptas]

Garcia, Melina <MelinaGarcia@dwt.com>

Kam: Domantas Radeckas <domantasradeckas@gmail.com>

Cc: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

2024 m. lapkričio 26 d. 00:12

Domantas,

I am confirming here than Amazon has agreed to a 30-day extension to the response deadline provided for in your waiver of service. Please note, we are not expected to notify the court of such an extension. Rather, the agreement is made between the parties.

I am also attaching a copy of the local rules in the Western District of Washington, where the lawsuit against you is pending. These rules can be found on the court's website here: <https://www.wawd.uscourts.gov/sites/wawd/files/042624%20WAWD%20Local%20Civil%20Rules%20-%20Clean.pdf>.

Local Civil Rule 26(f) outlines the conference we referenced during our last call. Can you please provide us with your availability to hold said conference? I will schedule it for an hour but do not expect we will take that long. Please note, we are out of the office for the Thanksgiving holiday this Thursday and Friday. Please let us know if you intend to be represented by counsel in the US litigation and provide their contact information so we can include them in the invitation and future correspondence.

[Cituojamas tekstas paslėptas]

 **042624 WAWD Local Civil Rules - Clean.pdf**
748K

Domantas Radeckas <domantasradeckas@gmail.com>

Kam: "Garcia, Melina" <MelinaGarcia@dwt.com>

2024 m. lapkričio 26 d. 09:37

Cc: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Dear Melina,

I am available for the meeting:

- Today until 9:00 PM Lithuanian time (11:00 AM PST),
- Wednesday until 9:00 PM Lithuanian time (11:00 AM PST),
- Next week, based on your availability.

US attorney will not be participating in the litigation. Would it be possible for my Lithuanian attorney, Linas, to join the conference?

[Cituojamas tekstas paslėptas]

Garcia, Melina <MelinaGarcia@dwt.com>

Kam: Domantas Radeckas <domantasradeckas@gmail.com>

2024 m. lapkričio 26 d. 20:32

Cc: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Domantas,

Linus is more than welcome to join the conference. How does 6pm EET (8am PST) on Monday December 2, 2024 sound?

[Cituojamas tekstas paslėptas]

Domantas Radeckas <domantasradeckas@gmail.com>

2024 m. lapkričio 27 d. 09:29

Kam: "Garcia, Melina" <MelinaGarcia@dwt.com>

Cc: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

Great! Let's confirm our meeting on December 2nd at 6:00 PM EET.

[Cituojamas tekstas paslėptas]

Garcia, Melina <MelinaGarcia@dwt.com>

2024 m. lapkričio 27 d. 21:29

Kam: Domantas Radeckas <domantasradeckas@gmail.com>

Cc: Linas Belevičius | LEXIMUM <linas.belevicius@leximum.lt>, "Cunningham, Tim" <TimCunningham@dwt.com>, "MacNaughton, Bonnie" <BonnieMacNaughton@dwt.com>

I will circulate a calendar invitation shortly.

[Cituojamas tekstas paslėptas]

C

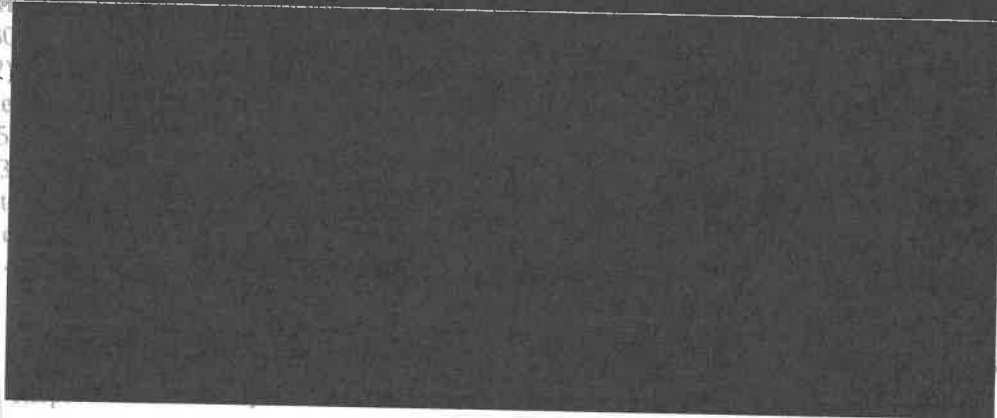
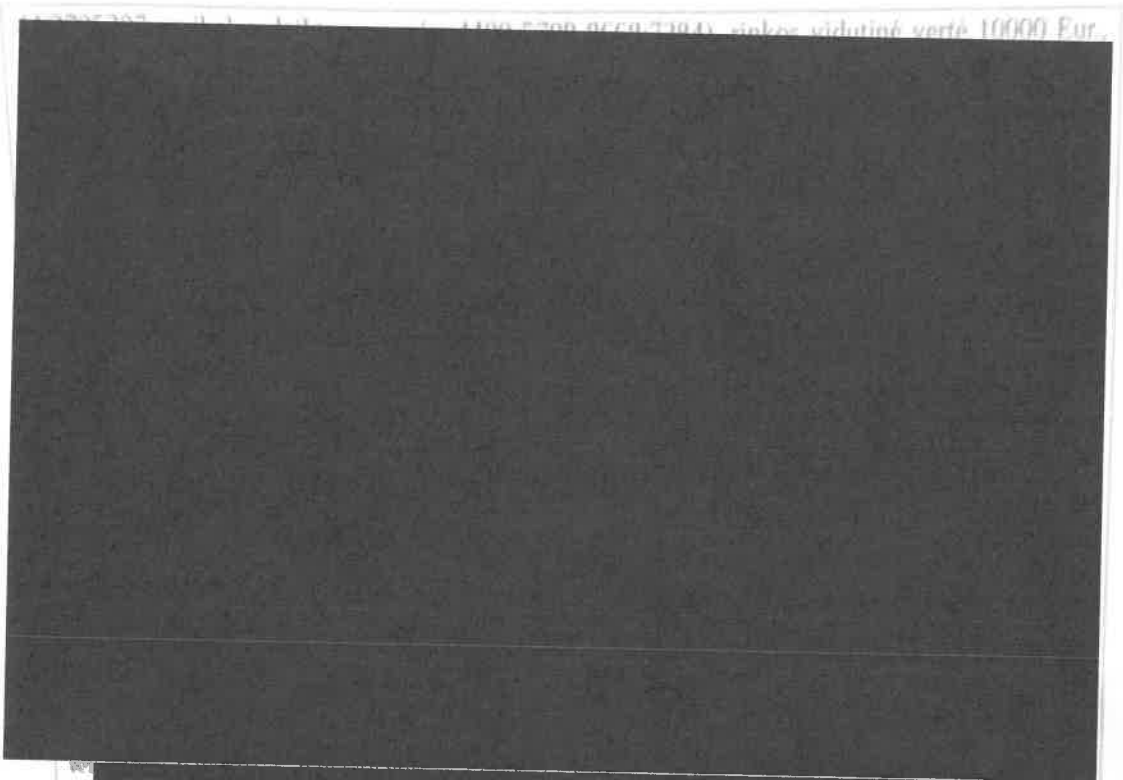


**GENERALINĖS PROKURATŪROS
BAUDŽIAMOJO PERSEKIOJIMO DEPARTAMENTAS**

**NUTARIMAS
PAKEISTI KARDOMĄJĄ PRIEMONĘ**

Data	2024-12-10
Surašymo vieta	Vilnius
Ikiteisminio tyrimo Nr.	[REDACTED]

Nutarimą priėmė	Prokuroras Viktoras Biriukovas
n u s t a t e:	
Tiriama nusikalstama veika, jos kvalifikavimas	BK 182 str. 3 d., BK 216 str. 1 d.
Ištariamasis	Domantas Radeckas [REDACTED]
Nusikalstama veika, kurios padarymu asmuo įtariamas	
<p>kad apgaule įgijo užsienio akcinės bendrovės „Amazon“ (centrinė būstinė - Sietlas, 410 Terry Ave N, JAV), ir jos įmonių grupės (toliau – Amazon), vykdančios elektroninę komerciją internetinėse parduotuvėse Amazon.co.uk, Amazon.com, Amazon.co.de, labai didelės vertės svetimą turtą o būtent:</p> <p>Domantas Radeckas, ikiteisminio tyrimo metu nenustatytu laiku, bet ne vėliau kaip iki 2019 m., piktnaudžiaudamas Amazon grąžinimo politikos taisyklėmis, kai Amazon leidžia klientams ne tik susigrąžinti pinigus grąžinant prekę, bet ir prašyti grąžinti pinigus už užsakytą prekę, kuri taip ir nebuvo pristatyta arba atvyko sugadinta, neveikianti ar su kitais trūkumais, užsiregistravo programuotojų forume nulled.to ir sukūrė atvirojo kodo programėlėje „Telegram“, skirtoje šifruotiems susirašinėjimams ir pokalbiams, kanalus „@refundingclub“, „@rekks“, „@rekksupport“, „@rekkvouches“, „@DIVOREFUND“, „@DIVOVOUCHES“, ir pradėjo siūlyti potencialiems vartotojams susigrąžinti iš Amazon jų sumokėtus pinigus už užsakytas prekes, negrąžinant atsiųstų prekių, nurodydamas, kad už jo suteiktas paslaugas, jam reikės sumokėti 30 procentų nuo užsakytos prekės kainos, jei jam bus sumokėta virtualia valiuta, ir 35 procentus nuo užsakytos prekės kainos atsiskaitant už jo suteiktas paslaugas per PayPal mokėjimų sistema.</p>	
[REDACTED]	



Paskirta kardomoji priemonė	1. Suėmimas. 2024-12-05 paskyrė Teisėjas(a) Lilija Tarčevskaja.
Pagrindai ir sąlygos, kurioms išnykus (atsiradus) turi būti pakeista kardomoji priemonė	

D



**GENERALINĖS PROKURATŪROS
BAUDŽIAMOJO PERSEKIOJIMO DEPARTAMENTAS**

**NUTARIMAS
SKIRTI LAIKINĄ NUOSAVYBĖS TEISĖS APRIBOJIMĄ**

Data	2024-12-13
Surašymo vieta	Vilnius
Ikiteisminio tyrimo Nr.	01- [redacted]

Nutarimą priėmė	Prokuroras Viktoras Biriukovas
n u s t a t ė:	
Tiriama nusikalstama veika, jos kvalifikavimas	<p>Lietuvos kriminalinės policijos biuro Sunkaus ir organizuoto nusikalstamumo tyrimo 5-ojoje valdyboje gavus advokatų kontoros [redacted] atstovaujančio kliento akcinės bendrovės „Amazon EU Sarl“ ir jo grupės įmonių (toliau-Amazon) (centrinė būstinė - Sietlas, 410 Terry Ave N, JAV) vardu pareiškimą, pradėtas ir atliekamas ikiteisminis tyrimas Nr. [redacted] esant nusikalstamų veikų numatytų Lietuvos Respublikos baudžiamojo kodekso 182 str. 3 d. (sukčiavimas), 216 str. 1 d. (nusikalstamu būdu gauto turto legalizavimas) požymiams. Pareiškimе teigiama, kad Lietuvos Respublikos pilietis Domantas Radeckas, galimai yra pagrindinis šifruotų žinučių platformoje „Telegram“ veikiančios neteisėtos pinigų grąžinimo schemos, veikiančios pavadinimu „REKK Refund Service“ (toliau - REKK) organizatorius, kuris piktnaudžiaudamas Amazon grąžinimo politikos taisyklėmis, kai Amazon leidžia klientams ne tik susigrąžinti pinigus grąžinant prekę, bet ir prašyti grąžinti pinigus už užsąkytą prekę, kuri taip ir nebuvo pristatyta arba atvyko sugadinta, neveikianti ar su kitais trūkumais, apgaule įgijo užsienio įmonės „Amazon“ ir jo įmonių grupės, vykdančios elektroninę prekybą internetinėse parduotuvėse Amazon.co.uk, Amazon.com, Amazon.co.de, labai didelės vertės svetimą turtą. Tyrimo metu nustatyta, kad Domantas Radeckas užsiregistravęs tinklalapyje nulled.to bei sukūręs šifruotų žinučių platformoje „Telegram“, kanalus „@refundingclub“, „@rekks“, „@rekksupport“ „@rekkvouches“ bei vėliau galimai jo administruojamus kanalus „@DIVOREFUND“, „@DIVOVOUCHES“ siūlė potencialiems vartotojams susigrąžinti iš Amazon jų sumokėtus pinigus už užsąkytas prekes, negrąžinant atsiųstų prekių, nurodydamas, kad už jo suteiktas paslaugas, jam reikės sumokėti 30 procentų nuo užsąkytos prekės kainos, jei jam bus sumokėta virtualia valiuta, ir 35 procentus nuo užsąkytos prekės kainos atsiskaitant už jo suteiktas paslaugas per PayPal mokėjimų sistemą. Domantas Radeckas 2020-2024 metais naudodamas jo sukurtas paskyras „Amazon“ elektroninių pardavimų platformoje bei per minėtus šifruotų žinučių platformoje „Telegram“ registruotus kanalus, gautas susidomėjusių asmenų vardų registruotas Amazon elektroninių pardavimų platformoje paskyras, suteikęs jam</p>



pagrindas ir motyvai	Radecko, asmens kodas [redacted] virtualios valiutos piniginiėje
	<p>[redacted]</p> <p>BPK 116 straipsnis įpareigoja ikiteisminio tyrimo pareigūną, prokurorą ar teisimą proceso metu imtis priemonių galimam civiliniam ieškiniui užtikrinti: surasti įtariamajam ar kaltinamajam arba už įtariamojo ar kaltinamojo veiksmus materialiai atsakingiems asmenims priklausančią turtą ir laikinai apriboti nuosavybės teisę į jį. Kasacinio teismo praktikoje įtvirtinta, kad solidarioji atsakomybė taikoma, kai pagal neteisėtus veiksmus ir kilusią žalą saistančio priežastinio ryšio pobūdį nustatomas bendrininkavimas siaurąja prasme. Bendrininkavimo siaurąja prasme atvejai gali būti skirstomi į subjektyvųjų ir objektyvųjų bendrininkavimą. Subjektyvusis bendrininkavimas – tai atvejai, kai keli pažeidėjai veikia bendrai, t. y. turėdami bendrą ketinimą sukelti žalą (žr. Lietuvos Aukščiausiojo Teismo 2014 m. kovo 3 d. nutartį civilinėje byloje Nr. 3K-7-144/2014; 2015 m. gruodžio 11 d. nutartis civilinėje byloje Nr. 3K-3-665-969/2015).</p> <p>Teismų praktikoje taip pat išaiškinta, jog jeigu nustatoma, kad žalą padarė keli asmenys, kyla klausimas dėl jų prievolės nukentėjusiajam asmeniui rūšies. Solidarioji civilinė atsakomybė atsiranda iš įstatymo arba prievolės dalykui esant nedaliam (CK 6.6 straipsnio 1 dalis). Taigi, pagal bendrą civilinės atsakomybės taisyklę skolininkų daugeto atveju prievolė yra dalinė (CK 6.5 straipsnis), bet deliktinės atsakomybės atveju nustatytos išimtys: CK 6.6 straipsnio 3 dalis bei CK 6.279 straipsnio 1 dalis įtvirtina solidariosios skolininkų pareigos prezumpciją, jeigu prievolė susijusi su kelių asmenų veiksmis padarytos žalos atlyginimu. Toks reguliavimas užtikrina nukentėjusio asmens intereso veiksmingai įgyvendinti teisę į žalos atlyginimą apsaugą. Atlyginęs kelių asmenų bendrai padarytą žalą asmuo turi teisę iš bendraskolių reikalauti žalos atlyginimo dalies, proporcingos kiekvieno jų kaltei, išskyrus atvejus, kai įstatymai numato ką kita (CK</p>

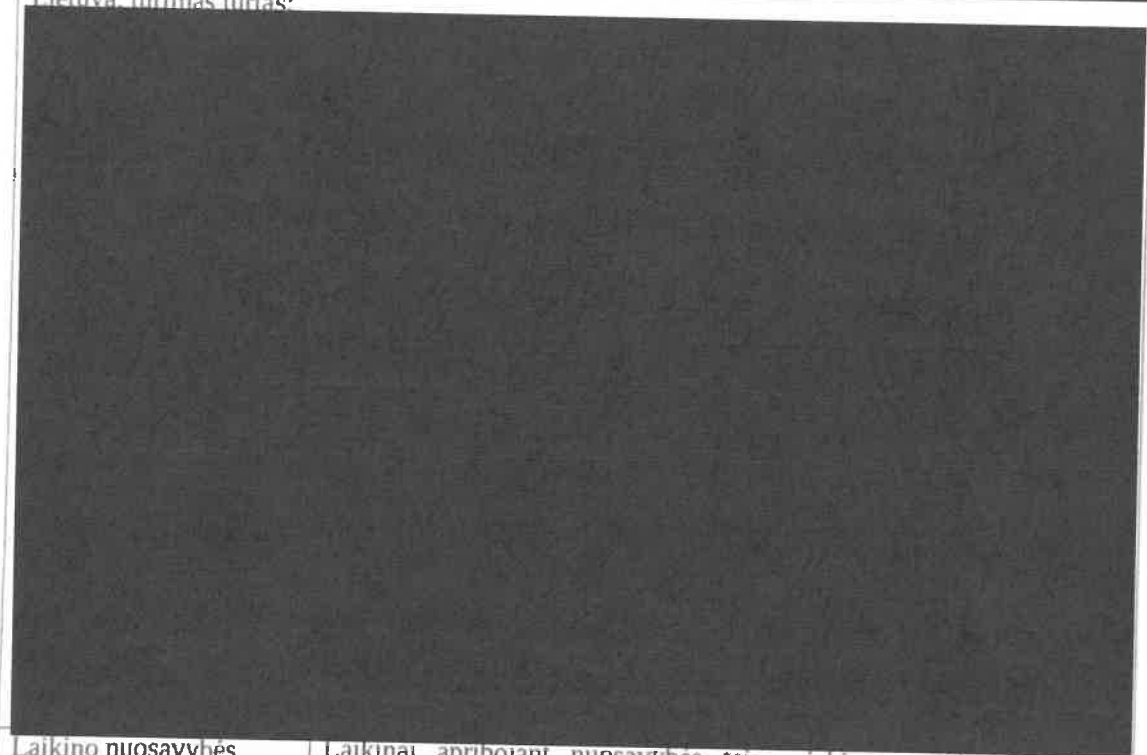


prisijungimų duomenis, 2020-2024 metais, siuntėsi paskyrų vartotojų pasirinktas Amazon elektroninių pardavimų platformoje prekes, savo ir vartotojų nurodytais adresais. Gavus paskyrų vartotojams skirtas prekes, Amazon administracijai elektroninio susirašinėjimo metu pranešdavo, kad gautos tik tuščios prekių pakuotės ir pateikdavo galimai suklaidotus pranešimus apie kreipimąsi į policiją dėl dingusios siunčiamos prekės. Tokiu būdu minėti Amazon klientai atgaudavo iš Amazon sumokėtus pinigus ir pasilikdavo atsiųstas prekes. Domantui Radeckui sumokėdavo už jo suteiktas paslaugas 30 procentų nuo užsakytos prekės kainos, jei būdavo sumokama virtualia valiuta, už jo suteiktas paslaugas ir 35 procentus nuo užsakytos prekės kainos atsiskaitant su juo per PayPal mokėjimų sistemą. Atlikęs aukščiau nurodytus veiksmus, jis apgaule neatlygintinai įgijo svetimą labai didelės vertės Amazon turtą - 3613 prekes ir pinigines lėšas, bendrai 2 543 917, 58 Eur sumai, pervesdamas jas į savo vardu atidarytą virtualių valiutų [redacted] paskyrą. Viso į Domanto Radecko [redacted] paskyrą buvo įskaityta virtualių valiutų už [redacted] (kursu), iš kurių [redacted] (2024-11-25) yra įskaityti iš virtualių valiutų adresų, kurie yra siejami su grupuotės REKK naudotų virtualių valiutų adresais.

Duomenys apie asmenį, turtą, kuriam nuosavybės teisė būtina laikinai apriboti:

Domanto Radecko, [redacted]

Lietuva, turimas turtas:



Laikino nuosavybės
teisės apribojimo

Laikina apribojanti nuosavybės teisę siekiama užtikrinti galimą civilinį ieškinį, turto konfiskavimą arba išplėstinį turto konfiskavimą. 2024-12-03 buvo atliktas virtualios valiutos, laikomos Domanto

E



LIETUVOS KRIMINALINĖS POLICIJOS BIURO
SUNKAUS IR ORGANIZUOTO NUSIKALSTAMUMO TYRIMO 5-OSIOS VALDYBOS
3-IASIS SKYRIUS

PAŽYMA
APIE KARDOMOSIOS PRIEMONĖS - DOKUMENTŲ PAĖMIMO - PASKYRIMĄ
ITARIAMAJAM

Data	2024-12-11
Surašymo vieta	Vilnius
Ištyrimo Nr.	

Itariamasis, kuriam paskirta kardomoji priemonė	Domantas Radeckas
Dokumentų paėmimo data	2024-12-11
Paimti dokumentai	asas Lietuva MIGRACIJOS DEPARTAMENTO VILNIAUS SKYRIUS (19)
Paimtų dokumentų laikymo vieta	
Pažymą surašė	Vyriausiasis tyrėjas
Pažymą apie paimtus dokumentus gavau:	Domantas Radeckas

Domantas Radeckas

A. 24-4 Panevezys

Laisves 35200, Lithuania

domantasradeckas@gmail.com

+370 653 46319

June 3, 2025

Clerk of Court

United States District Court

Western District of Washington

700 Stewart Street, Suite 2310

Seattle, WA 98101



JUN 04 2025

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

Re: Domantas Radeckas v. Amazon.com, Inc., et al.

Case No. 2:23-cv-01879-JLR

Dear Clerk of Court:

Please find enclosed for filing in the above-captioned matter the following documents:

- 1. Motion to Set Aside Default Judgment under Fed. R. Civ. P. 60(b) (includes)
Certificate of Service**
- 2. Declaration of Domantas Radeckas in Support of Motion**
- 3. Exhibits A through E, each labeled and separated by title pages**

This submission is being filed by mail by a pro se party. I do not request return of a file-stamped copy.

Thank you for your assistance.

Sincerely,

Domantas Radeckas

Plaintiff Pro Se

 Mailed via DocuPost.com

For [redacted] ary
[redacted]
JUN 04 2025

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JUN 04 2025

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JUN 04 2025

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY [redacted] DEPUTY

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